

EXHIBIT 4

to Memo iso Motion to Compel Production

Ryan Rosner

From: Leonard Bennett <lenbennett@clalegal.com>
Sent: Friday, January 04, 2013 9:22 PM
To: Christopher Loveland
Cc: Anna McLean; Lai Yip; Ryan Rosner; trb@tbreedenlaw.com Breeden
Subject: Re: Guimond v. TMCC

settlement agreement and drafts if any.

On Jan 4, 2013, at 9:06 PM, Christopher Loveland wrote:

Len,

This is the first time in weeks of communications that you have taken the position that no communications exist. You only need to scroll down to your email from yesterday where you state:

You are asking for communications between Eqx and the Plaintiff regarding their settlement negotiations.

These will not be admissible

This certainly has not been your position "throughout." Unless you are willing to produce the documents we have requested, we will proceed with our motion. As we have noted before, we certainly are happy to designate the Equifax documents as confidential pursuant to the parties' protective order.

On Jan 4, 2013, at 8:57 PM, "Leonard Bennett" <lenbennett@clalegal.com> wrote:

1. there was not a formal mediator. and 2. that has certainly been our position throughout.

Do not think that I am fighting to withhold some meaningful secret document(s). But when your side demands that a settlement be confidential, you need to accept that reality. As soon as you file a pleading that argues otherwise, we are certainly intending to make that pleading widely known for all TMCC and SheppardMullin cases in the future opposite other NACA members.

Len

On Jan 4, 2013, at 8:51 PM, Christopher Loveland wrote:

So there was no formal mediation or mediator?

Also, it now is your position that no communications exist with Equifax and its counsel relating to the litigation and ultimate settlement of the Equifax case? Please confirm.

On Jan 4, 2013, at 8:39 PM, "Leonard Bennett" <lenbennett@clalegal.com> wrote:

There are no emails. There is a confidential settlement agreement. So IF a motion to compel were granted - that is all you get. We are willing to see if Eqx will allow you to see the standard language it used to describe the limitation on online reporting. But it's really absurd that you are wasting your client's fee obligations - yours and mine - on this meaningless effort.

Sent from my iPhone

On Jan 4, 2013, at 8:32 PM, "Christopher Loveland" <cloveland@sheppardmullin.com> wrote:

Again, please respond to my questions below. I am available to discuss if that would be more convenient.

On Jan 4, 2013, at 8:24 PM, "Leonard Bennett" <lenbennett@clalegal.com> wrote:

Offline is not a freeze. It just requires a human to telephone Eqx.

Sent from my iPhone

On Jan 4, 2013, at 7:56 PM, "Christopher Loveland" <cloveland@sheppardmullin.com> wrote:

Len,

What are the answers to my questions below?

Also, I am confused by your assertion that "there was never any freeze itself." This directly contradicts plaintiffs' allegations in the Amended Complaint, such as in paragraph 5, that, as a result of the Equifax lawsuit, the credit report was "taken offline or frozen by Equifax." Are you now taking the position that no such freeze occurred?

Christopher Loveland
202.772.5313 | direct

202.312.9432 | direct fax
cloveland@sheppardmullin.com | Bio

SheppardMullin

Sheppard Mullin Richter & Hampton
LLP

1300 I Street, NW, 11th Floor East
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www.sheppardmullin.com

From: Leonard Bennett
[<mailto:lenbennett@clalegal.com>]
Sent: Friday, January 04, 2013 7:06 PM
To: Christopher Loveland
Cc: Anna McLean; Lai Yip; Ryan Rosner;
trb@tbreedenlaw.com Breeden
Subject: Re: Guimond v. TMCC

There was never any discussion of the freeze in writing. And there was never any freeze itself - otherwise you would lose on a retaliation claim. Your current position contradicts your MTD.

Sent from my iPhone

On Jan 4, 2013, at 6:40 PM,
"Christopher Loveland"
<cloveland@sheppardmullin.com>
wrote:

Len,

I have not yet received a response to my questions below. Do you have a minute to discuss?

Thanks,

Chris

Christopher Loveland
202.772.5313 | direct
202.312.9432 | direct fax
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From: Christopher
Loveland
Sent: Thursday,
January 03, 2013 7:46
PM
To: 'Leonard Bennett'
Cc: Anna McLean; Lai
Yip; Ryan Rosner;
trb@tbreedenlaw.com
Breedon
Subject: RE: Guimond
v. TMCC

Len,

Were these
communications and
the resulting settlement
agreement part of a
formal mediation
program or was a
mediator involved?

We have previously
explained why the
documents are
relevant, including my
emails to you of
12/11/12 at 9:58 pm,
12/13/12 at 3:50 pm
and 12/13/12 at 10:19
pm. As I stated
previously:

Among other
things, we are
entitled to
documents
relating to the
parameters of the
credit
freeze. That
includes, among
other things, any

instructions given to Equifax in the event of a credit inquiry. As alleged in the amended complaint, "as a result" of the lawsuit against Equifax, Mr. Guimond's credit report was frozen. You have alleged that TMCC either could have or did obtain Mr. Guimond's credit report anyway. There is a direct link between the terms of the settlement of that case and the allegations against TMCC.

Plaintiffs' ECOA and VECOA claims both allege that the stated reason for TMCC's denial of credit was false. We are entitled to discovery showing that it is accurate, which includes the parameters of the credit freeze set forth in the settlement agreement and related communications with Equifax and its counsel in that litigation.

Is it your position that TMCC is not entitled to any discovery regarding the parameters of the credit freeze put in

place as a result of the
lawsuit with Equifax?

Chris

From: Leonard Bennett
[mailto:lenbennett@clal.egal.com]

Sent: Thursday,
January 03, 2013 7:19
PM

To: Christopher
Loveland

Cc: Anna McLean; Lai
Yip; Ryan Rosner;
trb@tbreedenlaw.com
Breedon

Subject: Re: Guimond
v. TMCC

You are asking for
communications
between Eqx and the
Plaintiff regarding
their settlement
negotiations.

These will not be
admissible. They are
privileged.

Though all of this is
likely academic as I
am not aware of a
single page that has
anything remotely to
do with this case.

Again, I ask - I
demand - WHAT is
the purpose you
believe is served by
the disputed
discovery? How
would it be either
relevant or lead to the
discovery of relevant
evidence?

This is my fourth time
asking.

Len Bennett

Sent from my iPhone

On Jan 3, 2013, at
6:19 PM,

"Christopher
Loveland"

<[cloveland@sheppard
mullin.com](mailto:cloveland@sheppardmullin.com)> wrote:

Len,

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Thanks,

Chris

Christop
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**Shep
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main
[www.sh
eppard
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om](http://www.sheppard
mullin.com)

From:

Leonard
Bennett
[mailto:
[lenbenn
ett@clal
egal.co
m](mailto:lenbennett@clal
egal.com)]

Sent:

Friday,
Decemb
er 28,
2012
2:47
PM

To:

Christo
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Lovelan

d

Cc:

Anna
McLean
; Lai
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Ryan
Rosner;
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37. In fact, I will be attaching the emails regardless.

As to the depositions, I understood that you wanted these after January

28. You have now changed that plan, I gather.

We have requested a date for your declaration. We should set the depositions the same week if possible. I will be taking the TMCC witness by

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phone,
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matter.

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Regard
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On
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Len,

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know if
you are
available
for a
meeting
and
conference
on
either
December
31
in the
morning
or
January
3
regarding
the
plaintiff's
objections
to
TMCC's
document
requests.
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Thanks,

Chris

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